

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Paul F. Ready, SB# 107469 1254 Marsh Street PO Box 1443 San Luis Obispo, CA 93406 Telephone: 805-541-1626 Fax: 805-541-0769 Email: pfreedy@farmerandready.com	FOR COURT USE ONLY
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Movant, Adler Belmont Group, Inc.	
UNITED STATES BANKRUPTCY COURT Central District of California	
In re: Northern Holding, LLC	CASE NO.: 8:20-bk-13014-MW CHAPTER: 7
Debtor(s).	NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (PERSONAL PROPERTY)
	DATE: August 2, 2021 TIME: 9:00 a.m. COURTROOM: 6C
Movant: Adler Belmont Group, Inc.	

1. Hearing Location:

- | | |
|--|---|
| <input type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012 | <input checked="" type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701 |
| <input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367 | <input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101 |
| <input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501 | |

2. Notice is given to the Debtor and trustee (if any)(Responding Parties), their attorneys (if any), and other interested parties that on the date and time and in the courtroom stated above, Movant will request that this court enter an order granting relief from the automatic stay as to Debtor and Debtor's bankruptcy estate on the grounds set forth in the attached Motion.
3. To file a response to the motion, you may obtain an approved court form at www.cacb.uscourts.gov/forms for use in preparing your response (optional LBR form F 4001-1.RFS.RESPONSE), or you may prepare your response using the format required by LBR 9004-1 and the Court Manual.

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. When serving a response to the motion, serve a copy of it upon the Movant's attorney (or upon Movant, if the motion was filed by an unrepresented individual) at the address set forth above.
5. If you fail to timely file and serve a written response to the motion, or fail to appear at the hearing, the court may deem such failure as consent to granting of the motion.
6. ☒ This motion is being heard on REGULAR NOTICE pursuant to LBR 9013-1(d). If you wish to oppose this motion, you must file a written response to this motion with the court and serve a copy of it upon the Movant's attorney (or upon Movant, if the motion was filed by an unrepresented individual) at the address set forth above no less than 14 days before the hearing and appear at the hearing of this motion.
7. ☐ This motion is being heard on SHORTENED NOTICE pursuant to LBR 9075-1(b). If you wish to oppose this motion, you must file and serve a response no later than (date) _____ and (time) _____; and, you may appear at the hearing.
- a. ☐ An application for order setting hearing on shortened notice was not required (according to the calendaring procedures of the assigned judge).
- b. ☐ An application for order setting hearing on shortened notice was filed and was granted by the court and such motion and order have been or are being served upon the Debtor and upon the trustee (if any).
- c. ☐ An application for order setting hearing on shortened notice was filed and remains pending. After the court rules on that application, you will be served with another notice or an order that specifies the date, time and place of the hearing on the attached motion and the deadline for filing and serving a written opposition to the motion.

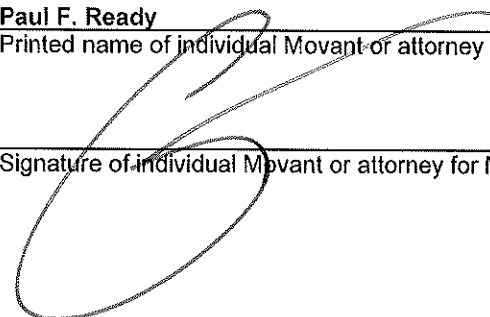
Date: 7.6.21

Farmer & Ready

Printed Law Firm Name (if applicable)

Paul F. Ready

Printed name of individual Movant or attorney for Movant


Signature of individual Movant or attorney for Movant

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO PERSONAL PROPERTY

1. Movant has a perfected security interest in the Property.
2. **The Property at Issue (Property):**
 - a. ☐ Vehicle (year, manufacture, type, and model):
Vehicle Identification Number:
Location of vehicle (if known):
 - b. ☐ Equipment (manufacturer, type, and characteristics):
Serial number(s):
Location (if known):
 - c. ☒ Other Personal Property (type, identifying information, and location): **General Liability Policy CA00004156801; Excess Liability Policy GX00000426701; also, see Exhibit "A".**
3. **Bankruptcy Case History:**
 - a. ☒ An voluntary bankruptcy petition ☐ An involuntary bankruptcy petition
under ☐ 7 ☒ 11 ☐ 12 ☐ 13 was filed on (date) 10/28/2020.
 - b. ☒ An order to convert this case to chapter ☒ 7 ☐ 11 ☐ 12 ☐ 13 was entered on (date) 6/15/2021.
 - c. ☐ Plan was confirmed on (date) _____.
4. **Grounds for Relief from Stay:**
 - a. ☒ Pursuant to 11 U.S.C. § 362(d)(1), cause exists to grant Movant the requested relief from stay as follows:
 - (1) ☐ Movant's interest in the Property is not adequately protected.
 - (A) ☐ Movant's interest in the collateral is not protected by an adequate equity cushion.
 - (B) ☐ The fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.
 - (C) ☐ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with the Debtor.
 - (D) ☐ other (see attached continuation page).
 - (2) ☐ The bankruptcy case was filed in bad faith.
 - (A) ☐ Movant is the only creditor, or one of very few creditors, listed or scheduled in the Debtor's case commencement documents.
 - (B) ☐ The Property was transferred to the Debtor either just before the bankruptcy filing or after the filing.
 - (C) ☐ A non-individual entity was created just prior to bankruptcy petition date for the sole purpose of filing this bankruptcy case.
 - (D) ☐ Other bankruptcy cases were filed in which an interest in the Property was asserted.
 - (E) ☐ The Debtor filed only a few case commencement documents with the bankruptcy petition. Schedules and the statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed.
 - (F) ☐ Other (see attached continuation page).
 - (3) ☐ (Chapter 12 or 13 cases only) All payments on account of the Property are being made through the plan and plan payments have not been made to the chapter 12 or chapter 13 for payments due.
☐ postpetition preconfirmation ☐ postpetition postconfirmation.
 - (4) ☐ The lease has matured, been rejected or deemed rejected by operation of law.

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

- (5) ☐ The Debtor filed a Statement of Intentions that indicates the Debtor intends to surrender the Property.
- (6) ☐ The Movant regained possession of the Property on (date) _____, which is
☐ prepetition ☐ postpetition.
- (7) ☒ For other cause for relief from stay, see attached continuation page.
- b. ☒ Pursuant to 11 U.S.C. § 362(d)(2)(A), the Debtor has no equity in the Property; and, pursuant to 11 U.S.C. § 362(d)(2)(B), the Property is not necessary for an effective reorganization.
5. ☐ **Grounds for Annulment of the Stay.** Movant took postpetition actions against the Property or the Debtor.
- a. ☐ These actions were taken before Movant knew the bankruptcy petition had been filed, and Movant would have been entitled to relief from the stay to proceed with these actions,
- b. ☐ Movant knew the bankruptcy case had been filed, but Movant previously obtained relief from stay to proceed with these enforcement actions,
- c. ☐ Others (specify):
6. ☒ **Evidence in Support of Motion: Declaration(s) must be signed under the penalty of perjury and attached to this motion)**
- a. The PERSONAL PROPERTY DECLARATION on page 6 of this motion.
- b. ☒ Supplemental declaration(s).
- c. ☐ The statements made by Debtor under penalty of perjury concerning Movant's claims and the Property as set forth in Debtor's case commencement documents. Authenticated copies of the relevant portions of the case commencement documents are attached as Exhibit _____.
- d. ☐ Other:
7. **An optional Memorandum of Points and Authorities is attached to this Motion.**
- Movant requests the following relief:**
1. Relief from the stay is granted under: ☒ 11 U.S.C. § 362(d)(1) ☐ 11 U.S.C. § 362(d)(2)
2. ☐ Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the Property.
3. ☐ Confirmation that there is no stay in effect.
4. ☐ The stay is annulled retroactive to the petition date. Any postpetition actions taken by Movant to enforce its remedies regarding the Property shall not constitute a violation of the stay.
5. ☐ The co-debtor stay of 11 U.S.C. §1201(a) or § 1301(a) is terminated, modified or annulled as to the co-debtor, on the same terms and conditions as to the Debtor.
6. ☒ The 14-day stay prescribed by FRBP 4001(a)(3) is waived.
7. ☐ The order is binding in any other bankruptcy case purporting to affect the Property filed not later than 2 years after the date of entry of such order, except that a debtor in a subsequent case may move for relief from the order based upon changed circumstances or for good cause shown, after notice and hearing.
8. ☐ The order is binding and effective in any bankruptcy case commenced by or against the Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the Property.
9. ☐ The order is binding and effective in any bankruptcy case commenced by or against any debtor who claims any interest in the Property for a period of 180 days, so that no further stay shall arise in that case as to the Property.
10. ☐ The order is binding and effective in any future bankruptcy case, no matter who the debtor may be
☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
11. ☐ If relief from stay is not granted, the court order adequate protection.
12. ☐ See continuation page for other relief requested.

Date:

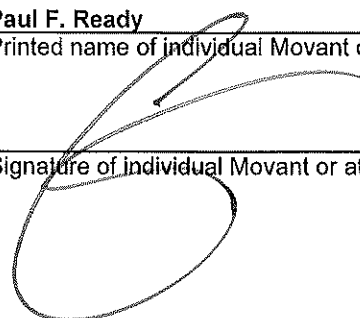
7.6.21

Farmer & Ready

Print name of law firm

Paul F. Ready

Printed name of individual Movant or attorney for Movant



Signature of individual Movant or attorney for Movant

CONTINUATION OF PARAGRAPH 4(a)(7)

4 (a)(7)

The debtor, through Leroy Coddington, its member-manager, falsely represented to Movant that Northern Holding was not involved in a bankruptcy proceeding, and then utilized an insufficient fund check in the amount of \$57,062.32 to secure five insurance policies for the benefit of the debtor. It was not until after the down payment check bounced that the Movant became aware of the Debtor's pending bankruptcy, and the Movant has been unable to cancel the policy as a result of the automatic stay under 11 U.S.C. 362. There is a secured creditor who is fully capable of insuring their collateral for the benefit of the estate, and good cause exists to allow Movant to cancel the wrongfully and fraudulently obtained policies of insurance.

PERSONAL PROPERTY DECLARATION

I, (name of declarant) Cary Adler, declare:

1. I have personal knowledge of the matters set forth in this Declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Movant's interest in the Property that is subject of this motion because (specify):
 - a. ☐ I am the Movant.
 - b. ☒ I am employed by the Movant as (title and capacity): **An insurance agent.**
 - c. ☐ Other (specify):
2. a. ☒ I am one of the custodians of the books, records and files of Movant as to those books, records and files that pertain to loans, leases, or extensions of credit given to Debtor concerning the Property. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.
 - b. ☐ Other (see attached):
3. The Property is:
 - a. ☐ Vehicle (year, manufacturer, type, model, and year):
Vehicle Identification Number:
Location of vehicle (if known):
 - b. ☐ Equipment (manufacturer, type, and characteristics):
Serial number(s):
Location (if known):
 - c. ☒ Other Personal Property (type, identifying information, and location): **General Liability Policy CA 00004156801; Excess Liability Policy GX 00000426701; also, see Exhibit "A".**
4. The nature of Debtor's interest in the Property is:
 - a. ☐ Sole owner
 - b. ☐ Co-owner
 - c. ☐ Lessee
 - d. ☒ Other (specify): **As additional named insured.**
 - e. ☒ Debtor ☐ did ☒ did not list the Property in the schedules filed in this case.
5. The lease matured or was rejected on (date) ____:
 - a. ☐ rejected
 - (1) ☐ by operation of law.
 - (2) ☐ by order of the court
 - b. ☐ matured.
6. ~~Movant has a perfected security interest in the Property.~~

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

- a. ☐ A true and correct copy of the promissory note or other document that evidences the debt owed by the Debtor to Movant is attached as Exhibit ____.
- b. ☐ The Property is a motor vehicle, boat, or other property for which a title certificate is provided for by state law. True and correct copies of the following items are attached to this motion:
- (1) ☐ Certificate of title ("pink slip") (Exhibit ____).
 - (2) ☐ Vehicle or other lease agreement (Exhibit ____).
 - (3) ☐ Security agreement attached (Exhibit ____).
 - (4) ☐ Other evidence of a security interest (Exhibit ____).
- c. ☐ The Property is equipment, intangibles, or other personal property for which a certificate of title is not provided for by state law. True and correct copies of the following items are attached to this motion:
- (1) ☐ Security agreement (Exhibit ____).
 - (2) ☐ UCC-1 financing statement (Exhibit ____).
 - (3) ☐ UCC financing statement search results (Exhibit ____).
 - (4) ☐ Recorded or filed leases (Exhibit ____).
 - (5) ☐ Other evidence of perfection of a security interest (Exhibit ____).
- d. ☐ The Property is consumer goods. True and correct copies of the following items are attached to this motion:
- (1) ☐ Credit application (Exhibit ____).
 - (2) ☐ Purchase agreement (Exhibit ____).
 - (3) ☐ Account statement showing payments made and balance due (Exhibit ____).
 - (4) ☐ Other evidence of perfection of a security interest (*if necessary under state law*) (Exhibit ____).
- e. ☐ Other liens against the Property are attached as (Exhibit ____).
7. Status of Movant's debt:
- a. The amount of the monthly payment: \$_____.
 - b. Number of payments that became due and were not tendered: ☐ prepetition ☐ postpetition
 - c. Total amount in arrears: \$_____.
 - d. Last payment received on (date): _____.
 - e. Future payments due by time of anticipated hearing date (*if applicable*):
An additional payment of \$_____ will come due on _____, and on the ____ day of each month thereafter. If the payment is not received by the ____ day of the month, a late charge of \$_____ would be due under the terms of the loan.
8. ☐ Attached hereto as exhibit _____ is a true and correct copy of a POSTPETITION payment history that accurately reflects the dates and amounts of all payments made by the Debtor since the petition date.
9. Amount of Movant's debt:
- | | | |
|---|----|------------------|
| a. Principal:..... | \$ | <u>52,367.32</u> |
| b. Accrued interest:..... | \$ | _____ |
| c. Costs (attorney's fees, late charges, other costs):..... | \$ | _____ |
| d. Advances (property taxes, insurance):..... | \$ | _____ |
| e. TOTAL CLAIM as of _____: | \$ | <u>52,367.32</u> |
10. ☒ (*Chapter 7 and 11 cases only*) Valuation: The fair market value of the Property is: \$0.00.
This valuation is based upon the following supporting evidence:
- a. ☐ This is the value indicated for collateral of this year, make, model, and general features in the reference guide most commonly used source for valuation data used by Movant in the ordinary course of its business for determining the value of this type of collateral. True and correct copies of the relevant excerpts of the most recent edition are attached as Exhibit _____.

- b. ☐ This is the value determined by an appraisal or other expert evaluation. True and correct copies of the expert's report and/or declarations attached as Exhibit ____.
- c. ☐ The Debtor's admissions in the Debtor's Schedules filed in the case. True and correct copies of the relevant portions of the Debtor's Schedules are attached as Exhibit ____.
- d. ☒ Other basis for valuation (*specify*): The property consists of nothing but insurance policies purchased by means of a bad check in the amount of \$52,367.32 delivered to Movant, which was rejected based upon insufficient funds. The policies were also procured by fraud as the applicant failed to disclose the Debtor's pending Chapter 11.

NOTE: If valuation is contested, supplemental declarations providing additional foundation for the opinions of value should be submitted.

11. Calculation of equity in Property:

- a. ☒ 11 U.S.C. § 362(d)(1) - Equity Cushion:

I calculate that the value of the "equity cushion" in the Property exceeding Movant's debt and any lien(s) senior to Movant's debt is \$0.00 and is 0% of the fair market value of the Property.

- b. ☒ 11 U.S.C. § 362(d)(2)(A) - Equity

By subtracting the total amount of all liens from the value of the Property as set forth in Paragraph 11 above, I calculate that the Debtor's equity in the Property is \$0.00.

12. ☒ The fair market value of the Property is declining because: The property has no value and is of no benefit to this estate and unnecessary for an effective reorganization. The automatic stay is effectively preventing the cancellation of the policies, despite: (i) the request of the primary insured to cancel three of the policies; (ii) failure of the insured to pay the \$52,367.32 premium; and, (iii) fraud.

13. ☐ The Debtor's intent is to surrender the Property. A true and correct copy of the Debtor's statement of intentions is attached as Exhibit ____.

14. ☐ Movant regained possession of the Property on (date) ____, which is: ☐ prepetition ☐ postpetition.

15. ☐ (*Chapter 12 or 13 cases only*) Status of Movant's debt and other bankruptcy case information:

- a. The 341(a) meeting currently scheduled for (or concluded on) (date) ____
A plan confirmation hearing is currently scheduled for (or concluded on) (date): ____
The plan confirmed on (if applicable) (date) ____
- b. Postpetition preconfirmation payments due BUT REMAINING UNPAID after the filing of the case:

Number of Payments	Number of Late Charges	Amount of Each Payment or Late Charge	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

(See attachment for additional breakdown of information attached as Exhibit ____.)

- c. Postconfirmation payments due BUT REMAINING UNPAID after the plan confirmation date (if applicable):

Number of Payments	Number of Late Charges	Amount of Each Payment or Late Charge	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

		\$	\$
		\$	\$

- d. Postpetition advances or other charges due but unpaid: \$
(For details of type and amount, see Exhibit _____)
- e. Attorneys' fees and costs: \$
(For details of type and amount, see Exhibit _____)
- f. Less suspense account or partial paid balance: \$[]

TOTAL POSTCONFIRMATION DELINQUENCY: \$

- g. ☐ The entire claim is provided for in the chapter 12 or 13 plan and postpetition plan payments are delinquent. The plan payment history is attached as Exhibit _____. See attached declaration(s) of chapter 12 trustee or 13 trustee regarding receipt of payments under the plan (attach LBR form F 4001-1.DEC.AGENT.TRUSTEE).
16. ☐ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with Debtor.
17. ☐ The bankruptcy case was filed in bad faith:
- ☐ Movant is the only creditor or one of few creditors listed in the Debtor's case commencement documents.
 - ☐ Other bankruptcy cases have been filed in which an interest in the Property was asserted.
 - ☐ The Debtor filed only a few case commencement documents. Schedules and a statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed.
 - ☐ Other (specify): _____
18. ☐ The filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved:
- ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval. See attached continuation page for facts establishing the scheme.
 - ☐ Multiple bankruptcy cases affecting the Property:
 - Case name: _____
Chapter: _____ Case number: _____
Date filed: _____ Date Discharged: _____ Date dismissed: _____
Relief from stay regarding the Property ☐ was ☐ was not granted.
 - Case name: _____
Chapter: _____ Case number: _____
Date filed: _____ Date Discharged: _____ Date dismissed: _____
Relief from stay regarding the Property ☐ was ☐ was not granted.
 - Case name: _____
Chapter: _____ Case number: _____
Date filed: _____ Date discharged: _____ Date dismissed: _____
Relief from stay regarding the Property ☐ was ☐ was not granted.
- ☐ See attached continuation page for information about other bankruptcy cases affecting the Property.
- ☐ See attached continuation page for additional facts establishing that the multiple bankruptcy cases were part of a scheme to delay, hinder, or defraud creditors.
19. ☐ Enforcement actions taken after the bankruptcy petition was filed are specified in the attached supplemental declaration(s).
- ☐ These actions were taken before Movant knew the bankruptcy petition had been filed, and Movant would have been entitled to relief from stay to proceed with these actions.
 - ☐ Although Movant knew the bankruptcy case had been filed, Movant previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit _____.
 - ☐ For other facts justifying annulment, see attached continuation page.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

July 2, 2021
Date

Cary Adler
Printed Name

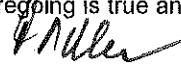

Signature

EXHIBIT A

Policy #	Term	Type	Company	Cost
CPPE69708000	04/15/2021 – 04/15/2022	Commercial Property	American Empire Surplus Lines Ins Co	\$83,451.63
BME12S064197TIL21	04/15/2021 – 04/15/2022	Equipment Breakdown	Travelers Property Casualty Co of America	\$15,677.00
SF21CARZ087L501	04/15/2021 – 04/15/2022	Wine Stock STP	Navigators Insurance Co	\$25,650.00
CA00004156801	04/15/2021 – 04/15/2022	General Liability	Admiral Insurance Company	\$9,265.64
GX00000426701	04/15/2021 – 04/15/2022	Excess Liability	Admiral Insurance Company	\$9,333.78

**SUPPLEMENTAL DECLARATION OF CARY ADLER
IN SUPPORT OF MOTION FOR RELIEF**

I, Cary Adler, hereby declare,

1. That I have personal knowledge as to all of the following facts and if called to testify to the same would do so competently.

2. That I am a principal of the Movant, Adler Belmont Group, Inc., and a licensed insurance broker under California Law.

3. That on or about February 2, 2021 I provided Lee Coddling, who represented himself as the President of Rabbit Ridge Wine Sales, Inc., and the sole member of Northern Holding, LLC, with a "Risk Survey" questionnaire for his completion with respect to his inquiry as to obtaining various policies of insurance for Rabbit Ridge Wine Sales, Inc. ("RRWS"), as primary insured, and the debtor, Northern Holding, LLC as an additional named insured.

4. As part of the process of obtaining insurance, on March 9, 2021 Mr. Coddling completed and returned the "Risk Survey" to me, a true and correct copy of the relevant portions of which is attached hereto as Exhibit "A". At page 2 of 54, Mr. Coddling represented that the applicant had never been involved in a bankruptcy procedure.

5. At page 51 of 54, Mr. Coddling further represented to me that his style of business was "fair, hardworking, honest" and "ambitious".

6. Notwithstanding those representations, on June 18, 2021 I discovered that Northern Holding, LLC, was in bankruptcy, and subsequently discovered that as of March 9, 2021 it was a Chapter 11 Debtor-in-Possession, and the subject of a motion by the U.S. Trustee to have that case dismissed or converted to a Chapter 7 proceeding.

7. Based upon the Risk Survey, on April 15, 2021, on behalf of Movant, I placed 5 different insurance policies for the account of RRWS and Northern Holding, LLC, as follows:

- i) Primary Insured: RRWS
Additional Named Insured: Northern Holding, LLC
Policy Type: Commercial Property
Policy Number: CPPE69708000
Premium Due: \$83,451.63

- ii) Primary Insured: RRWS
Additional Named Insured: Northern Holding, LLC
Policy Type: Wine Stock STP
Policy Number: SF21CARZ087L501
Premium Due: \$26,650.00
- iii) Primary Insured: RRWS
Additional Named Insured: Northern Holding, LLC
Policy Type: Equipment Breakdown
Policy Number: BME12S064197TIL21
Premium Due: \$15,677.00
- iv) Primary Insured: RRWS
Additional Named Insured: Northern Holding, LLC
Policy Type: General Liability
Policy Number: CA00004156801
Premium Due: \$9,265.64
- v) Primary Insured: RRWS
Additional Named Insured: Northern Holding, LLC
Policy Type: Excess Liability
Policy Number: GX0000426701
Premium Due: 9,333.78

8. The total premiums due on the foregoing policies was \$143,378.05. The initial down payment due was \$52,067.32, and I arranged Premium financing for the \$91,310.73 unpaid premium balance.

9. I had no knowledge of Northern Holding, LLC's pending bankruptcy at any time prior to June 18, 2021.

10. On May 27, 2021, Mr. Coddington on behalf of Northern Holding, LLC directly deposited the check attached hereto as Exhibit "B" into the Movant's trust account. The check does not indicate that Northern Holding, LLC maintained their account as a "Debtor-in-Possession". I had previously provided Mr. Coddington with wiring instructions for payment of the \$52,067.32 down payment, so he was aware of the account information necessary to directly deposit the check into Movant's trust account. Mr. Coddington sent me the email attached hereto as Exhibit "C" explaining what he had done.

11. I waited two business days for the check to clear, and thereafter forwarded funds from Movant's trust account to World Wide Facilities, the surplus insurance policy broker, so that all of the policies listed in #7 (the "Policies") could be bound and issued. I learned the very next day, June 3, 2021, that the Northern Holding, LLC check had bounced

1 based upon insufficient funds, a true and correct copy of that notice is attached hereto as
2 Exhibit "D".

3 12. On June 3rd, 2021 I requested Mr. Coddington on behalf of Northern Holding,
4 LLC to wire sufficient funds necessary to cover their bad check and advised him that if funds
5 were not received that day I would be cancelling all of the Policies.

6 13. On June 7, 2021 \$9,300.00 was wired to Movant's trust account.

7 14. I commenced the necessary process for cancelling the Policies following the
8 failure of Northern Holding to wire the funds necessary to cover their NSF \$52,067.32 check.

9 15. On June 18, 2021, I learned for the first time that Northern Holding was a
10 Chapter 7 bankruptcy, by means of an email I received from Pam Kraus, a true and correct
11 copy of which is attached hereto as Exhibit "E". One June 20, 2021 she sent me another email
12 advising me that cancellation of the five unpaid-for policies would be a violation of the
13 automatic stay. A true and correct copy of that email is attached hereto as Exhibit "F".

14 16. On June 28, 2021, I received requests from the primary insured, Rabbit Ridge
15 Wine Sales, Inc. to cancel three of the policies effective April 15, 2021. True and correct
16 copies of those requests are attached hereto collectively as Exhibit "G".

17 17. That based upon the misrepresentations of Mr. Coddington on behalf of the
18 Debtor, and the Trustee's insistence that the cancellation of the policies would be a violation
19 of the automatic stay, I retained the services of Farmer & Ready in order to move the court for
20 relief from stay so as to allow the Movant to cancel the Policies and to mitigate my personal
21 liability for the failure of Northern Holding, LLC to deposit good funds into the Movant's
22 trust account.

23 I declare under penalty of perjury under the laws of the United States that the foregoing
24 is true and correct, executed this 2nd day of July, 2021 at San Luis Obispo, California.

25 

26 _____
Cary Adler

EXHIBIT A

2/2/2021

Page 18 of 37
Risk SurveyTO CAR
By 2/12

Category: Agribusiness Risk: Wineries

GENERAL INFORMATION

Account: |Rabbit Ridge Wine Sales, Inc.

Account number: |2262

Agency: |Adler Belmont Dye Insurance Services, Inc.

Agency number: |08798

Producer: |Cary Adler

Producer number: |0G09892

Legal business name(s)

|Rabbit Ridge Wine Sales, Inc.

Northern Holding LLC

Mailing address:

13217 Jamboree Rd., Suite 429

Tustin, CA 92782

Email: |lecoddiniv@icloud.com

Website: |www.rabbitridgewinery.com

Type of entity:

Individual

X

Corporation

Sub-S Corp.

Partnership

Joint Venture

Not-for-profit

Limited Liability Company

SIC Code(s): 2084

NAICS Code(s): 312130

Federal ID Number: 5923437703 ?

When did the applicant start business operations? 1981 / Inc 2001

When did the present management assume control? 10/27/2020

Amend:

equip list

balance sheet

1172 / case copy

Vineyard
300 Acres

• 80 Farmed

• 240 Fallow Land
Not harvestedAssessors Number
026-104-001

2/2/2021

Main Document Page 19 of 37

Risk Survey

How many years experience does the owner have in this type of business?

How many years experience does the manager have in this type of business? 20

Has the applicant ever been involved in a bankruptcy procedure? Yes ☒ No

If yes, explain including the type of bankruptcy, the filing date, and the resolution.

Names of subsidiary companies or joint ventures that are not part of this application:

None at this time

Important People	Name	Phone Number
Owner/Principal	Leroy Coddling	952-220-8216
Other Decision Makers		
Plant and Grounds		
Financial	Steven Jones	661-877-7525
Legal		
Claims	Lee Coddling	952-220-8216

The applicant's primary operations are:

Winery & Vineyard

The applicant's secondary and/or incidental operations are:

TASTING ROOM

The applicant used to be involved in the following operations, but they have been discontinued:

2/2/2021

Risk Survey

Is there any part of the applicant's operation where a specific temperature or humidity level must be maintained? ☐ Yes ☐ No

If yes, answer the following:

Describe the temperature/humidity controlled operation.

How long can the temperature/humidity range be maintained following a breakdown?
Hours

Are backup systems in place to help control the temperature/humidity? ☐ Yes ☐ No

What probably happens when the temperature/humidity are outside the controlled boundaries?

MANAGEMENT PHILOSOPHY QUESTIONNAIRE

What is the applicant's mission statement?

To optimize operations and realize the
vision of a 40 year family enterprise.

To what extent do employees embrace that mission statement?

100%

What is the applicant's style of business?

fair, hard working, honest, ambitious

What is the applicant's philosophy concerning insurance?

EXHIBIT B

Northern Holding, LLC
13217 Jamboree Rd.
Tustin CA 92782

1322

DATE 5/20/21

Pay to the order of: ADLER BELMONT GROUP INC \$ 52,067.32

Fifty Two Thousand Sixty Seven and 32/100 =

Write Fargo Bank, N.A.
548 Spring St.
Paso Robles, CA 93448

DEPOSITARY
INVSACCT # 907606 - PREMIUM FVN.

001322 0122000247 3473

ENDORSE HERE

FOR DEPOSIT ONLY
600023252

CHECK HERE FOR DEPOSIT ONLY
DATE: 5/20/21
DO NOT WRITE OR SIGN BELOW THIS LINE

52721 330001631020 3222857812 PPB 0235

1. FEDERAL RESERVE NOTE
2. UNITED STATES OF AMERICA
3. DEPOSITARY
4. INVSACCT # 907606 - PREMIUM FVN.

EXHIBIT C

Paul F Ready

From: Lee Coddington <lecoddingtoniv@icloud.com>
Sent: Friday, May 28, 2021 8:12 AM
To: Cary Adler
Subject: Updating

Hi Cary,

Quick update for you. I was waiting for incoming wire to send my wire. It is in process from a very reliable vendor who owes us money on terms, but hadn't hit as of close of business yesterday.

So, on a flyer I went ahead and made the deposit at Pacific Premier. Playing it so close isn't my preference or style but I really want to avoid ten-day cancellation/renewal status for a variety of reasons. Thank you for bearing with me on all this. The amount of the deposit was about double what I was expecting on this finance plan so I had to do some scrambling. My apologies.

Will be tied up in investor/buyer/ joint venture partner meetings on site all day. Just wanted to let you know what was up for my end of things.

Thank you and best,
Lee

EXHIBIT D



PACIFIC PREMIER BANK

Notice of Special Handling CHARGEBACK

Date: 06/02/21

Account: [REDACTED] 3256

Page: 1 of 2

ADLER BELMONT GROUP, INC.
TRUST ACCOUNT
369 MARSH ST STE 200
SAN LUIS OBISPO CA 93401-3820

Your account has been charged for the attached deposited check(s) that has been returned for the reason shown with each item.

Date	Amount	Deposit Amt	Fee	Reason
05/27/2021	52,067.32	52,067.32	15.00	NSF - Not Sufficient Funds

Your account has been charged a fee of: \$ 15.00

If you have any questions regarding this notice please call your local branch.

Item# 5250286934461 06/02/2021 \$52,067.32
Reason: NSF - Not Sufficient Funds

EXHIBIT E

Paul F Ready

From: Pam Kraus <pkraus@marshackhays.com>
Sent: Friday, June 18, 2021 2:08 PM
To: David Wood
Cc: Cary Adler; Pam Kraus; Jessica Harkness
Subject: RE: Northern Holding
Attachments: ACORD Form 20210607-130926 (1).pdf

Hi Cary, I am writing on behalf of Richard Marshack, the court appointed bankruptcy Trustee. The certificate of insurance, Lee provided yesterday, is attached.

Can you please tell me:

1. Status of the insurance policy(ies);
2. Amount owed now and going forward;
3. Due date;
4. Any other terms we should be aware of.

Your assistance is appreciated. Thank you

Pam Kraus
Trustee Case Administrator
Paralegal
Marshack Hays LLP
Direct Dial 530-295-1044
Office 949-333-7777
pkraus@marshackhays.com

From: Pam Kraus <pkraus@marshackhays.com>
Sent: Friday, June 18, 2021 1:51 PM
To: Lee Coddling <lecoddlingiv@icloud.com>; David Wood <DWood@marshackhays.com>
Cc: Matt Resnik <matt@rhmfir.com>; Richard Marshack <RMarshack@MarshackHays.com>; Cary Adler <cary@adlerbelmontgroup.com>; Pam Kraus <pkraus@marshackhays.com>
Subject: RE: Northern Holding

David, what information do we need from Cary?

Pam Kraus
Trustee Case Administrator
Paralegal
Marshack Hays LLP
Direct Dial 530-295-1044
Office 949-333-7777
pkraus@marshackhays.com

From: Lee Coddling <lecoddlingiv@icloud.com>
Sent: Friday, June 18, 2021 1:25 PM

To: David Wood <DWood@marshackhays.com>

Cc: Matt Resnik <matt@rhmfir.com>; Richard Marshack <RMarshack@MarshackHays.com>; Pam Kraus
<pkraus@marshackhays.com>; Cary Adler <cary@adierbelmontgroup.com>

Subject: Re: Northern Holding

Pam,

Cary Adler is broker. He is in copy.

805/540-3900

I'm happy to discuss any time. We just need to figure out which entity needs to pay what portion of the premium finance package.

I'll follow your lead.

Thank you,
Lee

On Jun 18, 2021, at 1:15 PM, David Wood <DWood@marshackhays.com> wrote:

Lee, can you provide Pam the number for the insurance broker asap? Pam, can you call and get the information we need.

EXHIBIT F

From: Pam Kraus <pkraus@marshackhays.com> Filed 07/06/21 Entered 07/06/21 11:33:19 Desc
Sent: Sunday, June 20, 2021 9:56 AM Main Document Page 31 of 37
To: khertelendi@bankdirectcapital.com
Cc: Pam Kraus <pkraus@marshackhays.com>; David Wood <DWood@marshackhays.com>; Cary Adler
<Cary@AdlerBelmontGroup.com>; documents+marshack@txitrustee.com
Subject: Bankruptcy Estate of Northern Holdings Insurance #20-13014
Importance: High

To whom it may concern,

On June 15, 2021, Richard A. Marshack was appointed as the Chapter 7 Trustee in the Bankruptcy Case of *In re Northern Holdings*, Case No. 8:20-bk-13014-MW currently pending in the United States Bankruptcy Court, Central District of California, Santa Ana Division ("Bankruptcy Court") by the Office of the United States Trustee. The Trustee has recently learned that either the Debtor or its affiliate and/or tenant is a beneficiary to five (5) separate insurance policies with your office and that the policies may be subject to cancellation by your office because of non-payment for the past two (2) months.

Please be advised that cancellation of any of the policies may be considered a violation of the automatic stay imposed by 11 U.S.C. 362. Specifically, The filing of a bankruptcy petition creates an automatic stay for "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3). Insurance policies for which the debtor is an insured party are property of the estate to which the automatic stay applies. See, e.g., *In re Minoco Group of Companies*, 799 F.2d 517, 519 (9th Cir. 1986) ("[C]ancellation of the insurance policies ... was automatically stayed by section 362(a)(3)."). Specifically, an insurance policy is property of the estate "if the debtor's estate is worth more with them than without them." *Pintlar Corp. v. Fidelity & Casualty Co. (In re Pintlar Corp.)*, 124 F.3d 1310, 1313 (9th Cir. 1997) (citing *Minoco*); see also *In re Computer Communications*, 824 F.2d 725, 729 (9th Cir. 1987) ("This court has held that insurance contracts are embraced in the statutory definition of 'property.'"). In the *Minoco* case, the insurance companies terminated a directors and officers policy postpetition without seeking relief from the automatic stay. On appeal, the Ninth Circuit held that this cancellation of the Insurance policy was a violation of the automatic stay. *Minoco* has never been overruled or disagreed with in this circuit: "the Ninth Circuit has determined that a debtor's insurance policies are property of the estate." *Groshong v. Sapp (In re MILA, Inc.)*, 423 B.R. 537, 542 (B.A.P. 9th Cir. 2010).

Stated otherwise, even if the policies are in the name of Rabbit Ridge Wine Sales Inc., or any other party but the Debtor is an insured, cancellation of the policies at this time without obtaining relief from stay is a violation of the automatic stay. The Trustee requests that the policies remain in place at this time, and the policies may not be cancelled absent further order of the Bankruptcy Court.

That being said, the Trustee is currently working with various parties to obtain and provide you payment of the two (2) outstanding monthly premiums.

To be specific, Richard Marshack, the Chapter 7 Trustee, and his counsel, Marshack Hays, LLP have been working with the Farm Bank and their attorneys. They have expressed a willingness to pay for future insurance and other expenses (to preserve their collateral) and we are in the process of obtaining more specific information and budgets so they can submit the information to their management team. Please be patient with us. We should have tentative consent early in the week and a more finalize consent after my Wednesday meeting with certain consultants and professionals that are helping to shape our budget.

Please call our office as soon as you receive this correspondence. Thank you

Pam Kraus
Trustee Case Administrator
Paralegal
Marshack Hays LLP
Direct Dial 530-295-1044
Office 949-333-7777
pkraus@marshackhays.com

EXHIBIT G



CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)
06/28/2021

PRODUCER Adler Belmont Group, Inc. 369 Marsh Street Suite 200 San Luis Obispo CA 93401		PHONE (A/C, No, Ext): (805) 540-3900 0G09892	COMPANY NAME AND ADDRESS Travelers Property Casualty Co of Am 725 S. Figueroa Street 19th Floor Los Angeles CA 90017		NAIC CODE: 25674
CODE: AGENCY CUSTOMER ID: 00002262		SUB CODE:		POLICY TYPE Commercial Property	
INSURED NAME AND ADDRESS Rabbit Ridge Wine Sales, Inc. 13217 Jamboree Rd. Suite 429 Tustin CA 92782			CANCELLED POLICY INFORMATION POLICY NUMBER BME12S064197TIL21		
			EFFECTIVE DATE AND HOUR OF CANCELLATION 04/15/2021	CANCELLATION DATE 04/15/2021	TIME 12:01
			POLICY TERM 04/15/2021		EXPIRATION DATE 04/15/2022
<input type="checkbox"/> CANCELLATION REQUEST (Policy attached)			<input checked="" type="checkbox"/> POLICY RELEASE (Complete SIGNATURES section below) The undersigned agrees that: The above referenced policy is lost, destroyed or being retained. No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above. Any premium adjustment will be made in accordance with the terms and conditions of the policy.		

SIGNATURES

WITNESS		DATE	SIGNATURE OF NAMED INSURED	DATE
WITNESS		DATE	SIGNATURE OF NAMED INSURED	DATE
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)
TITLE				
DATE				
This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.				

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION <input type="checkbox"/> NOT TAKEN <input type="checkbox"/> REQUESTED BY INSURED <input type="checkbox"/> REWRITTEN (Complete below)		<input checked="" type="checkbox"/> OTHER (Identify) Non-payment	METHOD OF CANCELLATION <input checked="" type="checkbox"/> FLAT <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATA	
COMPANY		POLICY NUMBER		EFFECTIVE DATE
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		PREMIUM CALCULATION SUBJECT TO AUDIT		
FULL TERM PREMIUM \$		UNEARNED FACTOR		
RETURN PREMIUM \$				
New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.				

NAME AND ADDRESS

REQUEST / RELEASE DISTRIBUTION

Rabbit Ridge Wine Sales, Inc. 13217 Jamboree Rd. Suite 429 Tustin CA 92782		<input checked="" type="checkbox"/> INSURED <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> COMPANY	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> FINANCE COMPANY	<input type="checkbox"/> LENDER'S LOSS PAYABLE
PRODUCER'S SIGNATURE 		DATE 06/28/2021		



CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)
06/28/2021

PRODUCER Adler Belmont Group, Inc. 369 Marsh Street Suite 200 San Luis Obispo CA 93401		PHONE (A/C, No, Ext): (805) 540-3900 0G09892	COMPANY NAME AND ADDRESS Admiral Insurance Company 725 S. Figueroa Street 19th Floor Los Angeles CA 90017		NAIC CODE: 24856
CODE:		SUB CODE:		POLICY TYPE Umbrella(C)	
AGENCY CUSTOMER ID: 00002262					
INSURED NAME AND ADDRESS Rabbit Ridge Wine Sales, Inc. 13217 Jamboree Rd. Suite 429 Tustin CA 92782			CANCELLED POLICY INFORMATION		
			POLICY NUMBER GX00000426701		
			EFFECTIVE DATE AND HOUR OF CANCELLATION	CANCELLATION DATE 04/15/2021	TIME 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
			POLICY TERM	EFFECTIVE DATE 04/15/2021	EXPIRATION DATE 04/15/2022
<input type="checkbox"/> CANCELLATION REQUEST (Policy attached)		<input checked="" type="checkbox"/> POLICY RELEASE (Complete SIGNATURES section below)			
<p>The undersigned agrees that:</p> <p>The above referenced policy is lost, destroyed or being retained.</p> <p>No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.</p> <p>Any premium adjustment will be made in accordance with the terms and conditions of the policy.</p>					

SIGNATURES

WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE 6/28/2021
WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE
AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)		TITLE	DATE
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE
AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)		TITLE	DATE

This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION		METHOD OF CANCELLATION	
<input type="checkbox"/> NOT TAKEN	<input checked="" type="checkbox"/> OTHER (Identify) Non-payment	<input checked="" type="checkbox"/> FLAT	
<input type="checkbox"/> REQUESTED BY INSURED		<input type="checkbox"/> SHORT RATE	
<input type="checkbox"/> REWRITTEN (Complete below)		<input type="checkbox"/> PRO RATA	
COMPANY		FULL TERM PREMIUM \$	
POLICY NUMBER		UNEARNED FACTOR	
EFFECTIVE DATE		RETURN PREMIUM \$	
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			

New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.

NAME AND ADDRESS

REQUEST / RELEASE DISTRIBUTION	
<input checked="" type="checkbox"/> INSURED	<input type="checkbox"/> LOSS PAYEE
<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LIENHOLDER
<input type="checkbox"/> COMPANY	<input type="checkbox"/> FINANCE COMPANY
PRODUCER'S SIGNATURE <i>Cary Nelson</i>	
DATE 06/28/2021	

ACORD 35 (2017/05)



CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)
06/28/2021

PRODUCER Adler Belmont Group, Inc. 369 Marsh Street Suite 200 San Luis Obispo CA 93401		PHONE (A/C, No, Ext): (805) 540-3900 0G09892	COMPANY NAME AND ADDRESS Navigators Insurance Co. 725 S. Figueroa Street 19th Floor Los Angeles CA 90017	NAIC CODE: 42307
CODE: AGENCY CUSTOMER ID: 00002262	SUB CODE:	POLICY TYPE Commercial Property		
INSURED NAME AND ADDRESS Rabbit Ridge Wine Sales, Inc. 13217 Jamboree Rd. Suite 429 Tustin CA 92782		CANCELLED POLICY INFORMATION POLICY NUMBER SF21CARZ087L501		
		EFFECTIVE DATE AND HOUR OF CANCELLATION 04/15/2021	CANCELLATION DATE 04/15/2021	TIME 12:01
		POLICY TERM	EFFECTIVE DATE 04/15/2021	EXPIRATION DATE 04/15/2022
<input type="checkbox"/> CANCELLATION REQUEST (Policy attached)		<input checked="" type="checkbox"/> POLICY RELEASE (Complete SIGNATURES section below) The undersigned agrees that: The above referenced policy is lost, destroyed or being retained. No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above. Any premium adjustment will be made in accordance with the terms and conditions of the policy.		

SIGNATURES

WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE
WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE
<input type="checkbox"/> LIENHOLDER <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYABLE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)		TITLE DATE
<input type="checkbox"/> LIENHOLDER <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYABLE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)		TITLE DATE
This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.			

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION <input type="checkbox"/> NOT TAKEN <input type="checkbox"/> REQUESTED BY INSURED <input type="checkbox"/> REWRITTEN (Complete below) <input checked="" type="checkbox"/> OTHER (Identify) Non-payment		METHOD OF CANCELLATION <input checked="" type="checkbox"/> FLAT <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATA <input type="checkbox"/> PREMIUM CALCULATION SUBJECT TO AUDIT	
COMPANY		FULL TERM PREMIUM \$	
POLICY NUMBER		UNEARNED FACTOR	
EFFECTIVE DATE		RETURN PREMIUM \$	
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.			

NAME AND ADDRESS

Rabbit Ridge Wine Sales, Inc. 13217 Jamboree Rd. Suite 429 Tustin CA 92782	<input checked="" type="checkbox"/> INSURED <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> COMPANY	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> FINANCE COMPANY	<input type="checkbox"/> LENDER'S LOSS PAYABLE
PRODUCER'S SIGNATURE 		DATE 06/28/2021	

ACORD 35 (2017/05)

© 1988-2017 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Supplemental Declaration
Exhibit G
Page 35

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1254 Marsh Street, San Luis Obispo, CA 93401.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (PERSONAL PROPERTY)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) July 6, 2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov (**Attorney for U.S. Trustee**)
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com (**Attorney for Farm Credit West**)
- **Tinho Mang** tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com (**Courtesy NEF**)
- **Richard A Marshack (TR)** pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com (**Chapter 7 Trustee**)
- **Roksana D. Moradi-Brovia** roksana@rhmfir.com, matt@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com (**Attorney for Debtor**)
- **Matthew D. Resnik** matt@rhmfir.com, roksana@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com (**Attorney for Debtor**)
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov (**U.S. Trustee**)
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com (**Attorney for Farm Credit West**)
- **Gerrick Warrington** gwarrington@frandzel.com, sking@frandzel.com (**Attorney for Farm Credit West**)
- **David Wood** dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com (**Courtesy NEF**)

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) July 6, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy:

Honorable Mark S. Wallace
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street
Suite 6135
Santa Ana, CA 92701

Debtor:

Northern Holding, LLC
13217 Jamboree Rd. #429
Tustin, CA 92782

Manual Notice List:

Tom Prountzos
Goodman Neuman Hamilton LLP
One Post Street Suite 2100
San Francisco, CA 94104

Manual Notice List:

Resnik Hayes Moradi LLP
17609 Ventura Blvd Ste 314
Encino, CA 91316

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

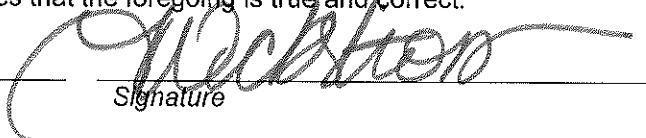
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

7/6/2021

Date

Tamara L. Wickstrom

Printed Name


Signature